

# United States Bankruptcy Court

\_\_\_\_\_ District Of Idaho

COURTS  
04 FEB 23 PM 3:00  
CLERK OF COURT  
J. BURKE  
IDAHO

Debtor's Name Frank L. Chapin Sydney L. Gutierrez-Chapin	Case No. 02-20218 Chapter Seven
Creditor's Name and Address Jay R. and Nancy J. Whitson 1923 E. Buena Vista Drive Tempe, AZ 85284	

## REAFFIRMATION AGREEMENT

- Instructions:
- 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.
  - 2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court.

### NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code § 524(c)).

You are allowed to pay this debt without signing this agreement. However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

241

## REAFFIRMATION AGREEMENT

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows.

## THE DEBT

Total Amount of Debt When Case was Filed \$ 22,000.00

**Total Amount of Debt Reaffirmed** **\$ 25,850.00**

Above total includes the following:

Interest Accrued to Date of Agreement	\$ 3,850.00
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Attorney Fees	\$	N/A
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Late Fees	\$ N/A
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Other Expenses or Costs Relating to the Collection of this Debt (Describe)	\$ N/A
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Annual Percentage Rate (APR) 7.0 %

Amount of Monthly Payment \$ 511.88

Date Payments Start 6-01-04

Total Number of Payments to be made	60
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Total of Payments if paid according to schedule	30,712.80
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Date Any Lien Is to Be Released if paid according to schedule 6-01-09

The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.

**All additional Terms Agreed to by the Parties (if any):**

None

Payments on this debt [were][were not] in default on the date on which this bankruptcy case was filed.

This agreement differs from the original agreement with the creditor as follows:

N/A

**CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL**  
**(IF ANY)**

Description of Collateral. If applicable, list manufacturer, year and model.

Form UCC-1 and Addendum attached

Value \$ 31,000.00

Basis or Source for Valuation Contact Machinery Dealers

Current Location and Use of Collateral Possession and use by Debtor

Expected Future Use of Collateral Use by Debtor

Check Applicable Boxes:

- ☒ Any lien described herein is valid and perfected.
- ☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of dispute is N/A

**DEBTOR'S STATEMENT OF**  
**EFFECT OF AGREEMENT ON DEBTOR'S FINANCES**

My Monthly Income (take home pay plus any other income received) is \$ 5,062.00.

My current monthly expenses total \$ 2,590.00, not including any payment due under this agreement or any debt to be discharged in this bankruptcy case.

I believe this agreement [~~will~~][will not] impose an undue hardship on me or my dependents.

**DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM**

I agreed to reaffirm this debt because The equipment is used in our business

I believe this agreement is in my best interest because It is more economical than to give it up and replace

I [considered][did not consider] redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C. § 722). I chose not to redeem because N/A

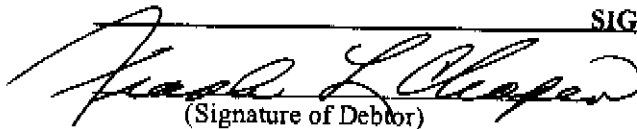
I [~~was~~][was not] represented by an attorney during negotiations on this agreement.

**CERTIFICATION OF ATTACHMENTS**

Any documents which created and perfected the security interest or lien [are] ~~are not~~ attached.  
[If documents are not attached: The documents which created and perfected the security interest or lien  
are not attached because

\_\_\_\_\_  
N/A

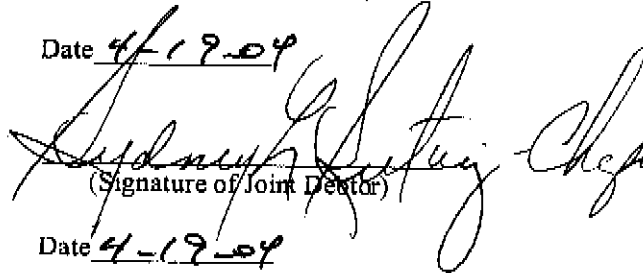
**SIGNATURES**

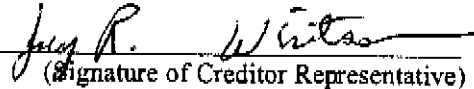
  
(Signature of Debtor)

\_\_\_\_\_  
Jay R. Whitson

(Name of Creditor)

Date 4-19-04

  
(Signature of Joint Debtor)

  
(Signature of Creditor Representative)

Date 4-19-04

Date 4-19-04

**CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by  
the debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor;  
and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any  
default under this agreement.

\_\_\_\_\_  
N/A

(Signature of Debtor's Attorney, if any)

\_\_\_\_\_  
N/A

Date

CLERK OF DISTRICT COURT  
ON APR 23 PM 2:59

RECEIVED  
J. PURK  
ID 186

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In Re:

Frank L. Chapin and  
Sydney L. Gutierrez-Chapin

Debtor(s)

CASE NO. 02-20218  
CHAPTER 7

WAIVER OF HEARING ON  
REAFFIRMATION AGREEMENT

The undersigned Debtor(s) and their counsel hereby waive the holding of a hearing in connection with the Reaffirmation Agreement entered into between Debtor(s) and Jay R. Whitson (hereinafter referred to as "Creditor"), dated April 19, 2004, and request that the Court enter its order approving said agreement.

The undersigned Debtor(s) and their counsel state to the Court that the Debtor(s) have been informed of the following:

1. That said Reaffirmation Agreement is purely voluntary, and that Debtor(s) have the option of surrendering the collateral and having the debt discharged.
2. That the Debtor(s) may rescind said Reaffirmation Agreement at any time prior to discharge or within sixty days after such agreement is filed with the Court, whichever occurs later, by giving notice of rescission to said Creditor.
3. That the effect of said Reaffirmation Agreement is to once again make the Debtor(s) personally liable on said debt. Should the Debtor(s) fail to pay said debt, said Creditor can pursue his remedies against the Debtor(s) under state law just as though no bankruptcy has occurred.

DATED April 19, 2004.

Frank L. Chapin  
Debtor

N/A

\_\_\_\_\_  
Attorney for Debtor

Sydney L. Gutierrez-Chapin  
Debtor

Jay R. Whitson  
Creditor Representative

United States Bankruptcy Court

District Of Idaho

In re Frank L. Chapin  
Debtor  
Sydney L. Gutierrez-Chapin

Case No. 02-20218

Chapter Seven

**MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT**

Jay R. and Nancy J.

The debtor[s] named above and Whitson, a creditor of the debtor[s], have made an agreement reaffirming the debtor's [debtors'] debt to the creditor. The agreement is dated 4-19-04 and [has][has not] been filed with the court [if previously filed, on 4-23-04].

The court [has][has not] granted a discharge to the debtor[s].

The debtor was [debtors were] [not] represented by an attorney during the negotiation of this agreement.

The debt reaffirmed in the agreement [is][is not] an unsecured debt.

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement is in the best interest of the debtor[s].

The reaffirmation agreement includes the debtor's[s'] statement that the debtor believes [debtors believe] that the reaffirmation agreement does not impose an undue hardship on the debtor[s] or the dependents of the debtor[s].

I [We] ask the court to approve the reaffirmation agreement.

Date 4-19-04

Frank L. Chapin  
(Signature of Debtor)

Date 4-19-04

Sydney L. Gutierrez-Chapin  
(Signature of Joint Debtor)

Date 4-19-04

Nancy J. Whitson  
Jay R. Whitson  
(Signature of Creditor or Attorney for Creditor)

## UCC FINANCING STATEMENT

POLICY INSTRUCTIONS: READ CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

S. and P, LLC  
2872 Hoodoo Mtn. Road  
Priest River, ID 83856

SEE ATT 1

IDAHO SECRETARY OF STATE  
02/11/2002 05:00  
CX: 3143 CT: 157889 IN: 443245  
1 6.00 - 6.00 UCC FILE 02  
Filing Number:  
B 2002-0917141-3

THE ABOVE SPACE IS FOR FILER OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or capitalize names			
1a. ORGANIZATION'S NAME			
OR 1b. INDIVIDUAL'S LAST NAME			
2872 Hoodoo Mtn. Rd.		Priest River	ID 83866
2872 Hoodoo Mtn. Rd.		Priest River	ID 83866
1c. TAX ID #	2c. TYPE OF ORGANIZATION	3a. JURISDICTION OF ORGANIZATION	4. ORGANIZATIONAL ID # (if any)
	LLC	Idaho	IDW7380
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one additional debtor name (2a or 2b) - do not abbreviate or capitalize names			
2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME			
319 Church Street		Sandpoint	ID 83864
319 Church Street		Sandpoint	ID 83864
3c. TAX ID #	3d. TYPE OF ORGANIZATION	3e. JURISDICTION OF ORGANIZATION	4. ORGANIZATIONAL ID # (if any)
	LLC	Idaho	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSESSOR if ASSESSOR only - Insert only one secured party name (3a or 3b))			
3a. ORGANIZATION'S NAME			
OR 3b. INDIVIDUAL'S LAST NAME			
P.O. Box 2028		Sandpoint	ID 83864
P.O. Box 2028		Sandpoint	ID 83864

4. The FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION IF APPLICABLE	6. FEE/CLASSIFICATION	7. CONSIDERATION/CHARGE	8. SECURED PARTY	9. FILING OFFICE	10. FILING DATE	11. FILING TYPE	12. FILING STATUS

S and P, LLC  
2872 Hoodoo Mtn. Rd  
Priest River, ID 83856

ADDENDUM TO FORM UCC1SERIAL NUMBER

JD 2440 Tractor w/ Loader	383961T
JD 4020 Tractor w/ Loader - #1	6404DR-01
JD 4020 Tractor w/ Loader - #2	214982R
Ford 5550 Backhoe	
Case 1816 UniLoader	MODEL 1816
8 1/2' S&S Camper	52256
Caulkins Utility Trailer	117
Eagle Flat Trailer	
6' Rear Blade	
5th Wheel Drey Wagon	
2 Seat Surrey	
Doctor's Buggy	
3 Seat Cutter	
2 Seat Cutter	
Cattle Chute	
Calf Table	
Howard 7' Rotovator	
Honda Power Carrier	
Chute System	
JD 240 Lawn & Garden Tractor	M00240A100867
12" Post Auger	
Pasture Harrow	
Pressure Washer	
Generator	
10' Rock Rake	
Irrigation Pump on Trailer	
Chisel Plow	
Fertilizer Spreader	
Sprayer	
Bale Unroller	
Grain Drill	
Manure Spreader	
7' Back Blade	Model 150
Gopher Machine	
JD 820 Mower Conditioner	E00820X986711
Vermeer 605H Baler	574
2000 Honda Four Wheeler	478TE2248Y4109572
2000 Honda SnoHogg	SB41002194
2000 Honda Snow Blower	
Hay Accumulator	
Van Storage Box	



# **CERTIFICATE OF MAILING**

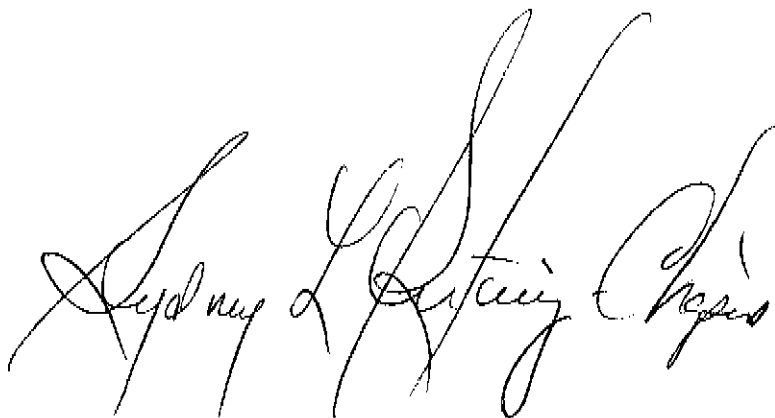
I HEREBY CERTIFY that on this \_\_\_\_\_ day of April, 2003, I caused to be served a true and correct copy of the foregoing MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT and WAIVER OF HEARING ON REAFFIRMATION AGREEMENT by U.S. Mail, and addressed to the following:

U.S. Trustee  
P.O. Box 110  
Boise, ID 83701

James H. Magnuson  
Attorney for Chapter 7 Trustee  
P.O. Box 2288  
Coeur d'Alene, ID 83816

C. Barry Zimmerman  
Chapter 7 Trustee  
P.O. Box 124  
Coeur d'Alene, ID 83814

Jay R. Whitson  
1923 E. Buena Vista Drive  
Tempe, AZ 85284

A handwritten signature in cursive script, appearing to read "Sydney L. Hitting". The signature is written in dark ink and is located in the lower right portion of the document.